



# **CITY OF KIRKLAND**

## **Request for Proposal**

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### **Totem Lake Green Trip Program Outreach**

#### **JOB NO. 2-12-PW**

**PROJECT DESCRIPTION:** The City of Kirkland is seeking proposals from qualified individuals or firms for the development of a marketing, outreach, and promotional plan and the implementation of that plan to promote the Totem Lake Green Trip (TGT) program and thereby reduce drive-alone trips. The estimated cost of this project is \$40,000 to \$60,000. This program will be funded with Federal grant money.

**NOTICE IS HEREBY GIVEN:** The City of Kirkland will receive sealed proposals in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, by 4:00 p.m. on January 13, 2012.

The complete RFP may be viewed on the City's website at [www.kirklandwa.gov](http://www.kirklandwa.gov) (click on "City Purchasing"). This RFP provides complete information on the equipment being sought and the submittal requirements. Copies of the RFP may be downloaded directly from this site. Those who wish to automatically receive any addenda or a notice of cancellation should provide contact information by emailing Barry Scott, Purchasing Agent, at [bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov). Those who do not provide contact information are solely responsible for monitoring the City's website for any addenda to the RFP or a notice of cancellation. This Request for Proposal may be canceled at the discretion of the Purchasing Agent.

No supplier may withdraw his proposal within 45 days after the actual date of the opening.

Small businesses and minority-owned businesses are specifically invited to submit proposals.

In the award of proposals, consideration shall be given to such matters as supplier integrity, record of past performance, financial and technical resources, and references. The City of Kirkland reserves the right to reject any and all proposals, to waive any informality in the proposal process, and to make the award to the lowest responsible supplier as determined by the City.

Any questions regarding the specifications or intended use of requested items need to be addressed to Thang Nguyen, Transportation Engineer, at [tnguyen@kirklandwa.gov](mailto:tnguyen@kirklandwa.gov).

Barry L. Scott, C.P.M.  
Purchasing Agent

## **TENTATIVE SCHEDULE OF EVENTS:**

RFP issued	December 28, 2012
Deadline for questions	January 6, 2012
Proposals due	January 13, 2012
Proposals evaluated	January 16 – 20, 2012

**QUESTIONS REGARDING THIS RFP:** ALL questions must be submitted in writing (Email will suffice) to the RFP coordinator. Questions and answers will be forwarded to all proposing suppliers who provide contact information. In order to make information available to all proposing suppliers, no questions will be entertained after January 6, 2012.

## **RFP COORDINATOR:**

Thang Nguyen, Transportation Engineer  
City of Kirkland  
Phone: (425) 587-3869  
Fax: (425) 587-3807  
E-mail: [tnguyen@kirklandwa.gov](mailto:tnguyen@kirklandwa.gov)

**PROPOSAL PREPARATION:** Firms submitting proposals shall be responsible for any and all costs and/or expenses associated with preparing such proposal.

**SUBMISSION OF PROPOSALS:** Proposals must be received by no later than **4:00 pm on January 13, 2012.**

Sealed proposals should contain an original and three (3) printed copies of the proposal. Sealed proposals must be mailed or delivered to:

**City of Kirkland**  
**Attn: Barry Scott, Purchasing Agent**  
**RFP No. 02-12-PW**  
**123 5th Ave**  
**Kirkland, WA 98033**

**OR**

Proposals may be submitted as an email attachment in PDF or MS Word format to:

[purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov)

It is the responsibility of the supplier to be sure the proposals are sent sufficiently ahead of time to be received **no later than 4:00 pm** on the due date. Proposals received after the deadline will not be considered for award of contract.

**EVALUATION PROCEDURES:** City of Kirkland staff will review the proposals. Based on the scores resulting from criteria outlined in the attached proposal scoring sheet and recommendations from the reviewers, we will be selecting eligible firms during the week of January 16, 2012. Firms that are selected as finalists during the initial review process will be contacted for additional information and clarification. After the finalist

firms have completed the demonstration and open questions have been resolved the review team will make their final selection.

It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluators will consider how well the supplier's proposed solutions meet the needs of the City.

The City of Kirkland reserves the right to reject any or all proposals and to waive informalities or irregularities with respect thereto.

**CONTRACT:** The contract shall consist of the following documents: The Request for Proposals (RFP), the accepted proposal, the Professional Services Agreement (sample attached) executed with the City and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

**COOPERATIVE PURCHASING:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland and which are actively participating may purchase from City of Kirkland contracts, provided that the supplier agrees to such participation. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

**COMPLIANCE WITH LAWS:** The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

## **SCOPE OF WORK:**

### ***Project Description***

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This RFP is for the development of a marketing, outreach, and promotional plan and implementation of that plan to promote the Totem Lake Green Trip program and reduce drive-alone trips. The consultant will implement the plan, promote and encourage the use of the Totemlakegreentrip.com system to commuters and employers and help employers develop their own transportation management program through the use of the Totemlakegreentrip.com tools. There is a high emphasis on recruiting participation from residences; and businesses to participate and develop and implement their transportation management plan.

This project will begin in February 1, 2012 to February 31, 2013 with the City's option to extend on an annual basis up to additional 2 years as funding is available.

### ***Background***

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The Totem Lake GTEC (Growth and Transportation Efficiency Center) is the Totem Lake Urban Center as shown in the attached figure. The City of Kirkland has implemented a transportation program, Totem Lake Green Trip (TGT), for the Totem

Lake GTEC with the goal to reduce commute trips and encouraging alternative modes of commuting other than driving alone. In addition to working with Commuter Trip Reduction (CTR) and TMP (Transportation Management Program) sites, the main focus is to implement trip reduction efforts at smaller employment sites that are not affected by the CTR law or TMP regulation.

Currently the Washington State Department of Transportation (WSDOT) RideshareOnline web-based commute management system is available to employers and employees to help them manage their commute. The TGT program also has a webpage <http://Totemgreentrip.com> that is a portal to the RideshareOnline database. Through the TGT webpage, participants can manage their commute trips, find carpool, vanpool, transit and non-motorized transportation options and record and track their commute for prize incentives.

The goal of this project is to use innovative and cost effective Transportation Demand Management (TDM) programs to encourage the use of alternative to reduce drive alone trips within the Totem Lake GTEC area through offering strong incentives to commuters and employers. The intent of these programs is to maximize the efficiency of local infrastructure by encouraging the use of higher occupancy vehicles (carpool, vanpool and transit), active transportation (bicycling and walking) and other alternative commute modes such as telework and compressed work weeks.

### ***Key Elements of the Totem Lake Green Trip (TGT) Program***

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Key elements of the TDM program in this project may include but not limited to the following:

- **Reward Commute Calendar**  
This program offers a one-time \$50 debit gift card reward (Green Beginning Reward) for commuters who log 40 alternative commutes. The core infrastructure for this program will be a commute calendar module, integrated within the commute management system, where commuters may log their alternate commute modes. In addition, the reward calendar is used by local employers to implement their own incentive programs for their employees. Determination of eligibility and purchase and distribution of rewards occurs both manually and electronically.
- **Ongoing incentive**  
Keep it Green is an ongoing incentive reward to encourage participants to maintain their alternative commute. Participants are rewarded a \$25 gift card for every 25 daily trips.
- **Incentive Prize Drawing**  
The program will offer one-time prize drawings to encourage participants to start and maintain their alternative commuting habits. Other incentives may

occur in conjunction with other network promotions such as Bike to Work month, Wheel Options, etc.

- **Rideshare**  
This program offers ride matching (standard, vanpool, dynamic and event ride matching) for residents and employees living and/or working within the project boundaries.
- **Try Transit**  
This program offers a first month's free bus pass for new transit riders.
- **Commuter Assistance**  
This program Offers commuter assistance and counseling to help commuters understand their alternative commute mode options and the various incentive programs available.
- **Employer Grant**  
Employers are offered the opportunity to apply for grant funds to implement new or enhanced alternative commute incentive and subsidy programs. The concept for the incentives programs is that employers will design and implement a customized commute program within a set of specified commute incentive program parameters.
- **Bike Rack Grant**  
To help encourage non-motorized travel, property owners and employers are offered the opportunity to apply for grant funds for the purchase of a bike rack(s) to be installed on their properties.
- **Environmental Marketing**  
The program will emphasize time savings, money savings and convenience of using alternative modes by providing feedback to commuters, employers and partners. The marketing focus will detail the effects of the use of alternate commute modes have on the environment, mobility, and the sustainability of the community by displaying the total commute miles logged, pounds of CO2 avoided, cost of travel savings, and barrels of oil saved within the commute management system webpage.
- **Social Networking**  
The program will use active social communications such as twitter, blog, facebook, etc. to promote alternative commute and allow communication/announcement among users and administrators.

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## ***Stakeholders and Roles***

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### **City of Kirkland**

The City of Kirkland will serve as the lead agency for this project. We will use the Commute Management System to enhance and implement the TGT's trip reduction incentive programs and will encourage and provide funding and the Commute Management System to local employers to implement and tailor their own trip reduction incentive programs.

### **Local Employers**

Employers implement incentive programs both for their employee population as a whole and at specific worksites. They will use the commute management system to enhance implementation of their own trip reduction incentive programs.

### **King County Metro**

King County Metro is the main public transit agency and vanpool provider for the area and primary ridematch service provider.

### **Washington State Department of Transportation, WSDOT**

The Washington State Department of Transportation implemented the RideshareOnline.com for ride matching. There is opportunity for WSDOT and the City of Kirkland to integrate the ridematching databases.

## **GENERAL REQUIREMENTS FOR RFP**

At the minimum the RFP should include the following:

- Define plans/strategies for marketing/outreach to:
  - employers
  - employees
  - residents
- Provide cost for the proposed plans/strategies for marketing/outreach
- Provide direct/material costs as appropriate
- Define implementation plan and schedule
- Identify barriers relating to success of recruiting employers and commuters and provide strategies to overcome those barriers
- Describe how to engage smaller employers with lesser resources to manage a transportation management program

- Describe your experience in trip reduction program
- Provide a cost estimate for the project
- Describe how the project would be manage (progress report, invoicing, communication)
- Must not be on the federal/state/county/city debarred list
- At least three (3) work references relating to commute trip reduction
- Staff billing rate

## SELECTION CRITERIA

Selection will be based on the following:

<b>Selection Criteria</b>	<b>Points</b>
Experience in commute trip reduction	15
Familiarity with the City of Kirkland CTR program	10
Familiarity with the CTR, TMP and other employers with in the project area	5
Past experiences working with Kirkland CTR and TMP employer	10
Experience in WordPress and webpage editing	5
Experience in training employee transportation coordinator (ETC)	5
Experience in marketing trip reduction to employers and commuters	10
Experience in outreach and public education on trip reduction	10
Experience in trip reduction program to residents	5
Experience with RideshareOnline	10
Project Cost	15
<b>Total</b>	<b>100</b>

**PROPOSAL PREPARATION:** Firms submitting proposals shall be responsible for any and all costs and/or expenses associated with preparing such proposal.

**PROPOSAL SUBMISSION AND EVALUATION:** Proposals should be no larger than 25 pages and will be evaluated based on previous experience in commute trip reduction, quality of previous work, time to completion and price. Finalists will be contacted by phone and may be required to present their concept in front of a review committee. The City reserves the right to reject any or all proposals.

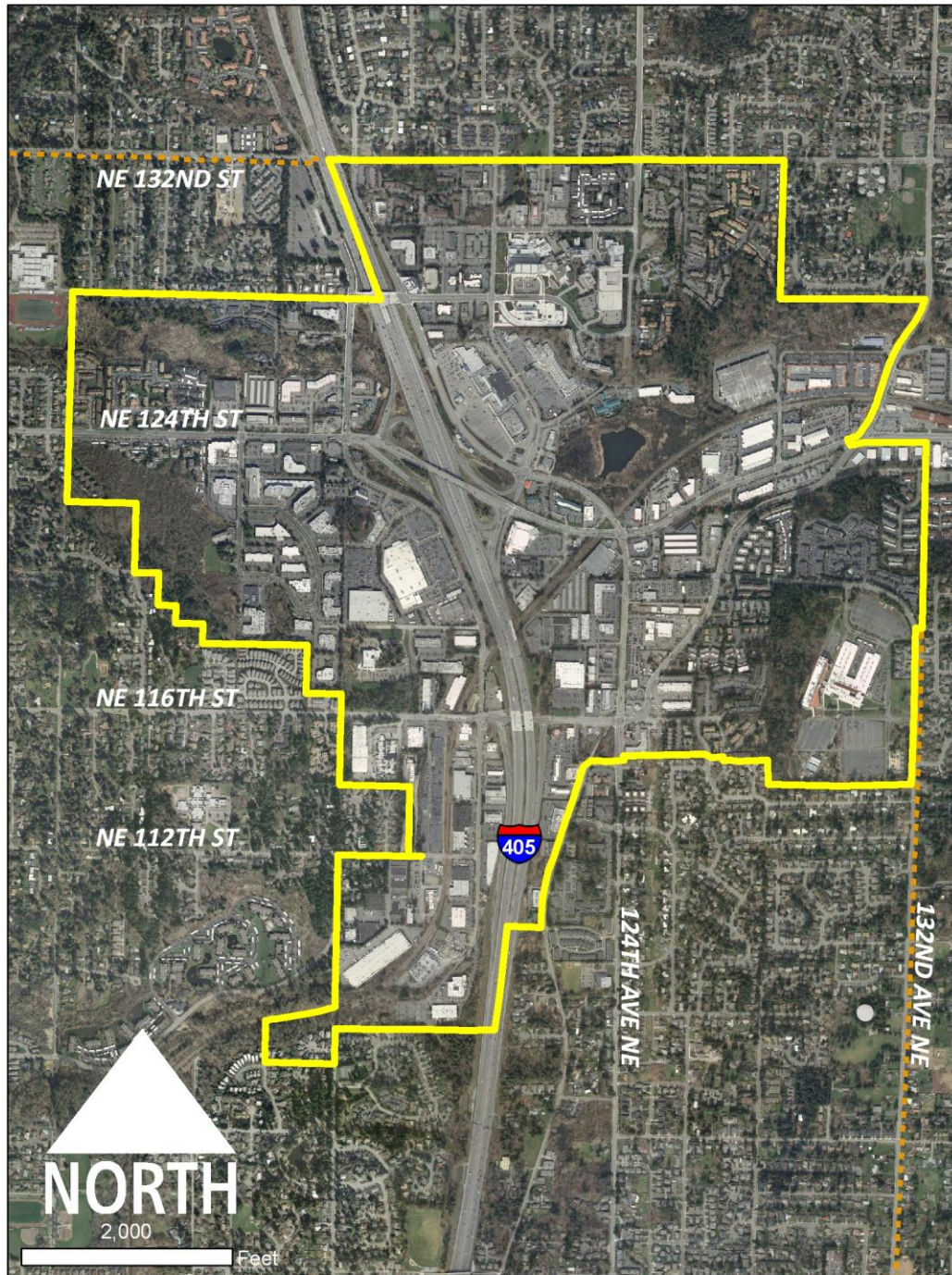
All proposals should contain:

- The firm's name and size
- Client list with references
- Samples of recent work (created in the last 3 years) including site URLs
- A project timeline and estimate
- Estimates should contain fixed or hourly pricing with a not to exceed figure

The funding for the complete project is limited to a range between \$40,000-\$60,000 dollars.



## Vicinity Map Project Boundary





## Attachment A

**PROFESSIONAL SERVICES AGREEMENT**

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter the "consultant"), agree and contract as follows:

**I. SERVICES BY CONSULTANT**

- A. The Consultant agrees to perform the services described in Attachment \_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

**II. COMPENSATION**

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### **III. TERMINATION OF AGREEMENT**

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

## **VI. COMPLETION DATE**

The estimated completion date for the consultant's performance of the services specified in Section I is February 31, 2013 with the option by the City to extend up to 2 additional years as funding is available.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

## **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

## **VIII. NONDISCRIMINATION**

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

## **IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

## **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**F. Claims-made Coverage**

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

#### **XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

#### **XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

\_\_\_\_\_  
Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Marilynne Beard, Interim City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_